

COMMONWEALTH OF MASSACHUSETTS

AND THE

INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2000 – DECEMBER 31, 2002

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PREAMBLE

This Collective Bargaining Agreement entered into this 28th day of August, 2000 by the Commonwealth of Massachusetts acting through the Commissioner of Administration and Finance and his/her Human Resources Division, hereinafter referred to as the “Employer”, or the “Commonwealth”; and by the International Brotherhood of Correctional Officers/National Association of Government Employees, hereinafter referred to as the “Union” or “IBCO/NAGE”; and has as its purpose the promotion of harmonious relations between the Union and the Employer. To this end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

ARTICLE 1 RECOGNITION

Section 1

The Commonwealth recognizes the Union as the exclusive collective bargaining representative of employees of the Commonwealth as certified by the Labor Relations Commission in its Certification of Representation dated August 19, 1999 (Case No. SCR-2227).

In order to establish and maintain clear and concise employee/labor relations policy, the parties agree that the Human Resources Division, on behalf of the Secretary for Administration and Finance, is solely responsible for the development and implementation of all employee relations policies. Only the Human Resources Division has the authority to make commitments or agreements with respect to wages, hours, standards of productivity, performance and any other terms and conditions of employment, with IBCO/NAGE as the exclusive union representative.

Section 2

A. As used in this contract the term "employee" or "employees" shall include:

full-time and regular part-time persons employed by the Commonwealth as described in Section 1 above, and seasonal employees whose employment is for a period of ninety (90) consecutive days or more.

B. Exclusion:

1. all managerial and confidential employees;
2. all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths; and
3. all intermittent employees (except as defined by HRD Regulations); and
4. all "03" or "07" consultants in accordance with past practice and the understanding of the parties.

C. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve (12) months or more, or an employee who normally works a full workweek and has been employed for twelve (12) consecutive months or more.

A regular part-time employee is defined as an employee who is expected to work fifty percent (50%) or more of the hours in a work week of a regular full-time employee in the same title.

An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee and whose position has been designated as an intermittent position by his/her Appointing Authority.

ARTICLE 2 MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1

Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Department and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3

It is acknowledged that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties, and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

Section 4

Any prior agreement covering employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 2A RULES AND REGULATIONS

The Rules and Regulations governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, Other Leave, Charges and State Personnel, Accident Prevention, as authorized by Section 28 of Chapter 7 of the General Laws (Red Book) and those Rules and Regulations governing Classifications, Salaries, Allocations, Individual Reallocations, Salary Increments as authorized by Section 45 (5) and Section 53 of Chapter 30 of the General Laws (Gray Book) shall not apply to employees covered by this Agreement.

If a conflict exists between the Collective Bargaining Agreement and the rules and regulations of the Department of Correction, the Collective Bargaining Agreement shall prevail.

ARTICLE 3 UNION SECURITY

Section 1

The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

Section 2

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) days notice in writing to his/her Department Head.

Section 3

An employee may consent in writing to the authorization of the deductions of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her Department Head.

Section 4

The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy as of July 1, 1976 to the comptroller of the Union together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the comptroller of the Union has given to the Union a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

Section 5

When a Bargaining Unit employee is promoted or changes job titles within the Unit or is recalled, or returns from an authorized leave of absence without pay, the employee shall continue with his/her dues deduction and no new dues deduction authorization card will be requested, if at the time of his/her change of status there is in effect a current dues deduction card authorizing dues to be deducted and paid to the Union. Notification of any cancellation of dues deduction will be sent to the Union in accordance with Article 5.7.E. In any event, there shall be no liability on the part of the Employer under this Section.

Section 6

The parties agree that it is the sole responsibility of an employee who promotes to a management position title, or out of the Bargaining Unit, to notify the Department's payroll office to cease any/all union dues deductions.

Section 7 Political Education Fund

A. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to his/her Department Head.

B. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the treasurer of the Union together with a list of employees whose political education fund fees are transmitted provided that the Union is in conformity with the requirements of Section 4 of this Article.

ARTICLE 4 AGENCY FEE

Section 1

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the date of the signing of this Agreement, whichever is later, a service fee to the Union in any amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

Section 2

This Article shall not become operative as to employees in the Bargaining Unit certified to the Union until this Agreement has been formally executed, pursuant to a vote of a majority of all employees within the Bargaining Unit present and voting.

Section 3

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 4

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement.

In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after sufficient time to do so.

ARTICLE 5 UNION BUSINESS

Section 1 Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

Section 2 Grievance Processing

Union stewards or Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied. The Union will furnish the Employer with a list of Union stewards and their jurisdictions. The Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or sub-divisions thereof while investigating grievances.

Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.

Section 3 Paid Leave of Absence For Union Business

Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend IBCO/NAGE conventions and conventions of the State, AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such paid leave shall not exceed a total of twenty (20) days per year.

Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions.

Time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of the Union to attend joint labor/management meetings.

Time off without loss of wages, benefits, or other privileges shall be granted to the Union President for not more than eight (8) hours per week for the purposes of conducting union business, when requested by the bargaining agent.

The Union will not request paid release time for Executive Board meetings more frequently than ten (10) work days per calendar year. The Union shall submit any request for paid union business leave for Executive Board Meetings not later than three (3) calendar days in advance of the meeting date(s).

All leave under this Section shall require prior approval of the Human Resources Division and shall be in writing. The Union agrees to provide three (3) days advance notice. However,

requests for release time for the purpose of attending Union conventions must be made at least seven (7) calendar days in advance of such convention.

Section 4 Unpaid Union Leave of Absence

Upon request by the Union, one (1) employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one (1) or more additional periods of one (1) year or less at the request of the Union. Approved requests will be granted by the Department Head in the bargaining unit provided no adverse effect on the operations of the Department results.

Representatives and officers of the Union may be granted leaves of absence without loss of benefits or other privileges (not including wages) to attend hearings before the Legislature and State agencies concerning matters of importance to the Union.

All leaves granted under this Section shall require prior approval of the Human Resources Division. Requests for unpaid leaves of absence for the purpose of attending Union conventions must be made at least seven (7) days in advance of such conventions.

Witnesses called by the Union to testify at a Step III Conference or in an arbitration proceeding (Step IV) may be granted time off without loss of benefits or other privileges (not including wages).

Section 5 Union Use of Premises

The Union shall be permitted to use facilities of the Department for the transaction of Union business during working hours and to have reasonable use of the Department's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. This Section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

The Union shall be permitted one-half (1/2) hour per year to address its members regarding various Union issues.

Section 6 Bulletin Boards

The Union may post notices on bulletin boards or on an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 7 Employer Provision of Information

The Employer shall be required when requested to provide the Union with the following information:

- A. Every three (3) months a list of all new employees, date of employment and classification.
- B. Every six (6) months a list of all employees who have been terminated.
- C. Every six (6) months a list of all employees who have been transferred.
- D. Every six (6) months a list of all employees who have changed their classification including both titles and the effective date.
- E. A list of all employees who withdrew checkoff authorizations under ARTICLE 3, Sections 3.2 and 3.3 within two (2) months of such withdrawal.
- F. A list of employees in the Department by title listed within each title in order of date of employment. Such lists shall be updated each six (6) months.

Where the Employer has been providing the above information to the Union at more frequent intervals, the information shall continue to be furnished at such intervals.

One copy of said lists shall be sent to the Union, IBCO/NAGE, 159 Burgin Parkway, Quincy, MA 02169-4213.

Section 8 Orientation

Where the Department provides an orientation program for new employees, one (1) hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employees.

The Union and Management agree that a Captain will be present at the Union orientation provided that said Captain is a member in good standing in the Union. At no time will the hour afforded the Union be observed by non-Union employees.

ARTICLE 6 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, mental or physical handicap, union activity, or veteran status.

Section 2

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, sex, national origin, or mental or physical handicap, or being a Vietnam Era Veteran, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

Section 3

The Statewide Labor/Management Committee established pursuant to ARTICLE 26 shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 116 dated May 1, 1975 or as subsequently amended or in Governor's Executive Order #253 (1988) or as subsequently amended.

Section 4

The provisions contained in Article 14 and Article 18 shall not be construed to impede the implementation of affirmative action programs developed by the Department in accordance with goals set forth in this Article.

Section 5

The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should be subjected to such harassment. The term sexual harassment as used herein is conduct such as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Section 6

A grievance alleging a violation of Section 5 of this Article shall be filed initially at Step II of the grievance procedure. Such action must be brought within twenty-one (21) days from the alleged act or occurrence. However, an employee who has filed a complaint alleging sexual harassment under the Commonwealth's Statewide Sexual Harassment Policy may not file a grievance regarding those same allegations under this Section.

ARTICLE 7

WORKWEEK AND WORK SCHEDULES

Section 1 Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full time employees shall be forty hours (40.0) per week excluding meal periods.
- B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.

C. The employer shall, whenever practicable, give any affected employee whose schedule is being involuntarily changed ten (10) days written notice of such contemplated change. The provisions of this subsection shall not be used for the purpose of avoiding the payment of overtime, nor shall it be used for the purpose of harassing employees. An employee may appeal a schedule change directly to the Commissioner for a decision binding on both the Department and the employee. The parties further agree to meet, upon request, as part of a Labor Management Committee to ensure compliance with this Section. Said Labor Management Committee shall include a representative from IBCO/NAGE, the Department, and the Human Resources Division. In addition, as outlined in Article 14, an employee may indicate a preference for a desired assignment, shift or day off. This preference, however, shall not be binding on the Department.

D. To the extent practicable, the normal work week shall consist of five (5) consecutive days with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This subsection shall not apply to employees in authorized flexible hours programs.

Section 2 Overtime

A. An employee shall be compensated at the rate of time and one half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week.

B. An employee whose regular workweek is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty hours per week that is in excess of his/her regular workweek.

C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8.0) hours in his/her regular workday except that an employee whose regular workday is more than eight (8.0) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.

The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the Appointing Authority and by the Personnel Administrator.

D. All time for which an employee is on full pay status such as sick leave, vacation, paid vacation leave, and paid union leave shall be considered time worked for the purpose of calculating overtime compensation.

E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

F. Employees who are engaged in special kinds of activities where scheduling of such work during regularly scheduled hours is not feasible, shall not be paid overtime on a weekly basis but may be given compensatory time off for such overtime work.

G. The Employer shall make every effort to compensate employees for overtime no later than the second payroll period following the payroll period of the overtime worked.

H. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. The Department will make every effort to offer said overtime assignments to employees covered by this Agreement before said overtime is offered to employees not covered by this Agreement. Department heads and union representatives at each location shall work out procedures for implementing this policy of disturbing overtime work.

I. The provisions of this Section shall not apply to employees on full travel status.

J. Upon the request of an employee, an Appointing Authority shall grant compensatory time in lieu of payment for overtime at the rate of not less than one and a half hours for each hour of employment for which overtime compensation would be required under this Article. This shall be designated on the overtime form supplied by the Employer.

Such compensatory time shall not be accumulated in excess of one hundred twenty (120) hours and may be utilized in half hour increments.

An Appointing Authority shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of the Department. Upon termination, an employee shall be paid for all unused compensatory time at the final regular rate of pay.

K. For employees who are required to work a second or third shift, overtime shall be compensated at his/her rate of time and one half of the regular salary rate plus the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

L. Should an employee on stand-by duty be required to report to work, such employee shall receive, in addition to his/her stand-by pay, additional pay for all hours worked on an overtime basis in accordance with Section 2 (overtime) and Section 5 (call back) of this Article and all other relevant provisions of this Agreement. When the practice has been for the Employer to provide the employees on stand-by with an electronic paging device, this practice shall continue.

M. Employees assigned to mandatory overtime shall not be forced to work back-to-back overtime on consecutive days, and provided further, that employees scheduled to begin a pre-approved vacation, leave day(s), or a regularly scheduled day off, may not be assigned

for involuntary overtime at the conclusion of their shift immediately preceding such vacation, leave day(s) or day off. This Section shall not preclude the administration from assigning any employee for overtime work in emergency situations.

Section 3 Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Department and the needs of the employee.

Section 4 Rest Periods

Employees may be granted a rest period of up to fifteen (15) minutes per work day. However, employees shall continue to enjoy the same rest period benefits which existed for them as of the effective date of this Agreement.

Section 5 Call Back Pay

A. An employee who has left his/her work place of employment after having completed work on his/her regular shift, and who is called back to his/her work place prior to the commencement of his/her scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

B. An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two (2) hours pay at his/her regular overtime rate. This shall include situations where an employee fulfills his/her call back assignment through the use of an electronic communication device such as a telephone or “networked” computer.

Section 6 Stand-by Duty

A. An employee who is required by the Department Head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed ten dollars (\$10.00) for such stand-by period.

B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty, and shall be nine (9) hours in duration for any day stand-by duty.

C. Stand-by duty shall mean that a Department Head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when contacted, no stand-by pay shall be paid to the employee for the period.

D. An employee who is required by the Department Head as a condition of employment to be available by electronic pager to report to duty immediately upon being paged shall be reimbursed at a rate of ten dollars (\$10.00) for such stand-by period.

Section 7 Shift Differentials

A. Full-time employees whose regular workday is on a second or third shift as hereinafter defined will receive a shift differential of seventy-five (\$0.75) cents per hour.

B. For the purpose of this Section only, a second shift shall be one that commences at 1:00 p.m. or after and ends not later than 2:00 a.m., and a third shift shall be one that commences at 9:00 p.m. or after and ends not later than 9:00 a.m.

C. The overtime rate for employees whose regularly scheduled workday is on the second or third shift shall be computed based on the following method: the regular hourly salary rate plus the hourly shift differential times one and one-half equals the overtime rate.

Section 8 Roll-Call Period

All employees shall be required to attend daily roll-call which shall commence ten (10) minutes before the start of their regular shift. The roll-call period shall be counted as time worked for compensation purposes.

Section 9 Weekend Differential

A. Effective January 2, 2000, employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of seventy-five cents (\$0.75) per hour for each hour worked, provided, however, that no employee shall receive said weekend differential for more than one (1) shift per weekend.

B. For the purposes of this Section, a weekend shift shall be defined as a shift that commences on or after 10:59 p.m. on Friday and concludes on or before 11:00 p.m. on Sunday.

C. The above hourly weekend differential shall be paid in addition to regular salary and all other applicable differentials, for eligible employees when their entire workday is on a weekend shift. Eligible employees who are required to work a weekend shift, or any portion thereof, on an overtime basis, replacing a worker who normally works such weekend shift, will receive an hourly differential pursuant to paragraph A of this Section.

D. For employees who are required to work a weekend shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate plus the weekend differential for the number of hours in excess of forty (40) per week worked on such weekend shift.

ARTICLE 8 LEAVE

Section 8.1 Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the following rate for each full calendar month of employment:

Scheduled Hours per Week
40.0 hours per week

Sick Leave Accrued
10.000 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. There shall be no limit to the number of unused sick leave credits which an employee may accumulate.

- B. A regular part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted, at the discretion of the Appointing Authority, to an employee only under the following conditions:
1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury.
 2. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
 - a. caring for the spouse, child, foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, parent or child of spouse, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or
 - b. parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Appointing Authority has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.A.7 below.

Where an eligible employee and his/her spouse are both employees of the Commonwealth, they may be jointly granted a total of not more than the sixty (60) days of accrued sick leave as set forth above for parental leave purposes or for the care of a seriously ill parent.
 3. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
 4. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
 5. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.
 6. When an employee is absent due to the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program.

7. An employee shall be entitled to use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. HRD may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs for the above cited foster care activities.

D. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.

E. Upon return to work following a sick leave in excess of five (5) consecutive work days, or when the Appointing Authority has reason to suspect that an employee is unfit for duty, an employee may be required to undergo a medical examination by an Employer appointed physician to determine his/her fitness for work. If the examination by the Physician reveals that the employee is fit for duty, the employee will immediately return to duty without loss of wages or leave. If the examination by the Physician reveals that the employee is unfit for duty, the employee's own leave time will run from the time the employee left the work location. The employee, if found unfit for duty and if he/she desires, may then receive an examination by a physician of his/her own choice. The employer will bear the costs of the employee's initial examinations under this paragraph E.

F. Sick leave must be charged against unused sick leave credits in units of one-half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

G. An employee having no sick leave credits, who is absent due to illness may, at the employee's discretion, be placed on available vacation leave under Article 9. Additionally, the Appointing Authority may grant such employee a leave of absence without pay or an extension of a leave of absence without pay only upon the written request of the employee.

Such written request shall include a detailed statement of the reason for the requested leave and shall be accompanied by substantiating proof of such an illness. No leave of absence granted pursuant to this paragraph shall be for a period longer than three (3) months.

H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Personnel Administrator, where such absence was caused by:

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employment of the Commonwealth in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

J. Employees requesting sick leave under this Article must notify the designated representative of the Appointing Authority at least one (1) hour before the start of his/her work shift on each day of absence. Repeated violations of this notification procedure may result in the denial of sick leave. Such notice must include the general nature of the disability and the estimated period of time for which the employee will be absent. Where circumstances warrant, the Appointing Authority or designee shall reasonably excuse the employee from such daily notification.

K. 1. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

2. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1.C.2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question.

A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

3. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and (may) result in discipline.

L. In extraordinary circumstances, where the Appointing Authority, or the designated person in charge if the Appointing Authority is unavailable, has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the

Appointing Authority or the designated person in charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness. Notification shall be made to the IBCO/NAGE Attorney-of-the-Day as soon as possible, by the Appointing Authority or his/her designee when an employee is removed from the workplace in accordance with this paragraph.

The employee shall be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his or her own choice, in which case such verification and cost shall be the responsibility of the employee. However, the Appointing Authority shall reserve the right to obtain a second opinion from a Commonwealth designated physician to determine fitness for work. Such cost shall be borne by the Appointing Authority.

M. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee.

N. Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. Upon the death of an employee who dies while in the employ of the Commonwealth, twenty percent (20%) of the value of the unused sick leave which the employee had personally earned and accrued as of the time of death shall be paid in the following order of precedence, as authorized by the Personnel Administrator upon request of the Appointing Authority of the deceased employee:

- First: to the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system; and
- Second: if there be no such designated beneficiary, to the estate of the deceased. It is understood that any such payment will not change the employee's pension benefit.

O. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

P. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.

Q. The parties recognize that absenteeism and overutilization of sick leave by employees are, where they occur, problems of mutual concern. The parties therefore agree that a Labor/Management Committee shall be formed which shall meet regularly during the life of the Agreement to develop methods of reducing overutilization of sick leave and

absenteeism. All medical information submitted or gathered under this Section shall be kept in a secure and confidential manner so as to respect employees' rights to privacy.

Section 2 Paid Personal Leave

A. On each January 1st, full-time employees on the payroll as of that date will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
40.0 hours per week	24.000 hours

Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the Department. Full-time employees hired or promoted into the bargaining unit after January 1st of each year will be credited with personal leave days in accordance with the following schedule:

Leave	Date of Hire or <u>Promotion</u>	Scheduled <u>Hours per Week</u>	Personal <u>Credited</u>
	January 1 - March 31	40.0	24.000 hours
	April 1 - June 30	40.0	16.000 hours
	July 1 - September 31	40.0	8.000 hours
	October 1 - December 31	40.0	0 hours

Except as provided for herein, any personal leave not taken by December 31st will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Employees' personal leave balances shall be charged for time used on an hour-for-hour basis, e.g. one hour charged for one hour used and may be used in conjunction with vacation leave. Charges to personal leave may be allowed in units of not less than one-half hour. An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the Department shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

B. Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given calendar year except in the following instance: any employee covered by this Agreement, who has been prevented from utilizing any of the allowable three (3) days personal leave per year due to the operational needs of the Department and where such personal leave time was denied by an authorized agent of the Department after October 1st of the year in question but before December 31st shall be allowed to either cash in the personal leave days not taken during the current year or carry them into the next calendar year. Under no circumstances may more than three personal days be carried over in a given calendar year and any personal leave carried over must be used during the calendar year into which it is carried over or it will be forfeited.

Section 3 Bereavement Leave

A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse, child, foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, parent or child of spouse or person living in household, an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

B. Upon evidence satisfactory to the Appointing Authority, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the brother, sister, grandparent or grandchild of the employee's spouse.

Section 4 Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

Section 5 Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the Department Head by the employee.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
2. Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 6 Military Leave

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of Chapter 33 of the General Laws as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

E. An employee who is a member of the armed forces of the Commonwealth or who is a member of a reserve component of the armed forces of the United States, and whose service requires attendance at regularly scheduled drills may upon his/her request and with reasonable advance notice to his/her Appointing Authority request his/her work schedule to be adjusted to accommodate such military obligation or may be granted use of available personal leave or vacation leave. All such schedule changes and/or leave time granted shall be in accordance with the operational needs of the Department.

Section 7.1 Family Leave

During family leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at the option of the employee. The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth of adoption, except

that this leave may not be charged in increments of less than one (1) day. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. Where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this section.

Section 7.2 Family and Medical Leave

A. Family Leave

1. An Appointing Authority shall grant to a full-time or part-time employee who has completed her/his probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, an unpaid leave of absence for up to fifty-two (52) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement.
2. At least thirty (30) days in advance, the employee shall submit to the Appointing Authority a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide upon request by the Appointing Authority proof of the birth or placement or adoption of a child.
3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of her/his family leave, the employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation provisions of this Agreement. The Appointing Authority may, in his/her discretion, assign an employee to temporarily backfill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.
4. At the expiration of the family leave, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the Department.
4. Employees taking an unpaid leave of absence under this provision will accrue sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave. Notwithstanding any other provision of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave.

6. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover, as provided under FMLA, the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.

B. Medical Leave

1. An Appointing Authority shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to fifty-two (52) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of her/his position.
2. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Appointing Authority, satisfactory medical evidence. Satisfactory medical evidence is defined under Section 1(K)(2) of this Article. If the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.

In the event there is a conflict between the second opinion and the original medical opinion, the Appointing Authority and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Appointing Authority and the employee, at the Appointing Authority's expense.

3. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious medical condition and is dependent upon the employee for care. Where intermittent or a modified work schedule is medically necessary, the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.
4. If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her medical leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.
5. At the expiration of the medical leave, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid off through no

fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

6. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.
7. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

Section 8 Non-FMLA Family Leave

A. Upon written application to the Appointing Authority, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted non-FMLA family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The Appointing Authority may, in his/her discretion, assign an employee to backfill for an employee who is on non-FMLA family leave. Such assignment may not be subject to the grievance procedure.

The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of grandparent, grandchild, sister or brother living in the same household, or child - whether or not the child (or children) is the natural, adoptive, foster, stepchild or child under legal guardianship of the employee.

B. Ten (10) days of non-FMLA family leave may be taken in not less than one-day increments. However, such leave requires the prior approval of the Appointing Authority or his/her designee.

C. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of her/his non-FMLA family leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

D. Between periods of non-FMLA family leave, where an employee returns to the payroll for a period of less than two weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 9

For the purposes of ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal eight hour workday shall mean eight (8) hours, and for the purpose of ARTICLE 9 VACATIONS, the term "week" with respect to such employees shall mean forty (40) hours.

Section 10 Educational Leave

Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

Section 11 Authorized Leave of Absence Without Pay

The Department Head, or his/her designee, may grant an employee a leave of absence or an extension of a leave of absence upon written request filed by the employee. The written request shall include a detailed statement of the reason for the requested leave and if the absence is caused by illness, shall be accompanied by substantiating proof of such illness. A copy of the approved written request shall be placed into the employee's personnel file.

No leave of absence for a period longer than three (3) months, except one granted because of illness as evidenced by the certificate of a physician and approved by the Appointing Authority, shall be granted pursuant to this Section without the prior approval of the Appointing Authority.

If an employee shall fail to return to his/her position upon completion of the period for which a leave of absence has been granted, the Appointing Authority shall, within fourteen (14) days after the completion of such period, give notice that his/her employment is considered to be terminated.

Section 12

A. Where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth they may jointly be granted a total of not more than fifty-two (52) weeks of unpaid leave under this Section to care for the employee's parent with a serious medical condition; or in conjunction with the birth, adoption or placement of a child as long as the leave(s) conclude(s) within twelve (12) months following the birth or placement. If the leave is requested because of the illness of a child or of the other spouse, each spouse is entitled to fifty-two (52) weeks of unpaid leave. The female employee is entitled to up to eight (8) of those combined fifty-two (52) weeks under M.G.L. c. 149, Section 105D for maternity or adoption purposes.

B. Where an eligible full-time or part-time employee and his/her eligible spouse both use a portion of the total fifty-two (52) week FMLA to care for an employee's parent with a serious medical condition or in conjunction with the birth, adoption or placement of a child as indicate in paragraph A, the spouses would each be entitled to the difference between the amount he/she has taken individually and fifty (52) weeks for FMLA leave in order to

care for the spouse or child of the employee if such spouse or child has a serious health condition or because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

C. Of the combined total of fifty-two (52) weeks, provided in paragraph A of this Section a combined total of not more than ten (10) days shall be paid under the provisions of Section 8.7.A.1 of this Article, with the remainder unpaid, except that if the employee has accrued sick leave, vacation leave or other personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

D. Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2611 *et seq.*, and accompanying regulations, 29 C.F.R. Part 825, the employer may request medical certification after the leave commences if the employer later has reason to question the appropriateness of the leave or its duration. Said certification shall be in accordance with Section 1.K.2 of this Article.

Section 8.13 Domestic Violence

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/herself or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee or his/her child(ren) is a victim of domestic abuse and where the employee is not the perpetrator. Said fifteen (15) paid days are in addition to any other paid leave which the employee may accrue under the provisions of this Agreement.

If the employee has accrued sick leave, personal leave, compensatory leave or vacation leave credits at the completion of his/her domestic violence leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

ARTICLE 9 VACATIONS

Section 1

The vacation year shall be the period from January 1st to December 31st, inclusive.

Section 2

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth on the last day of each full month worked based on work performed during that month as follows:

<u>Length of Continuous Full Time Creditable Service</u>	<u>Scheduled Hours Per Week</u>	<u>Vacation Credit Accrued</u>
Less than 4.5 years	40.0	6.667 hours

4.5 years but less than 9.5 years	40.0	10.000 hours
9.5 years but less than 19.5 years	40.0	13.333 hours
19.5 years or more	40.0	16.667 hours

B. For determining vacation status under this Article, "creditable service" only shall be used.

All service beginning on the first working day in the state agency where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article.

Section 3

A full-time employee on leave without pay and/or absent without pay for twenty (20) or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year.

In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- FMLA/Non-FMLA
- military leave
- educational leave
- civic duty leave,

in which case "continuous service" for purposes of vacation credit shall not be affected.

Section 4

Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. Adjustments necessary to reflect the higher vacation accrual status shall be credited on the last day of the vacation year.

Section 5

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 6

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to twenty (20) days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:

- Serious illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- FMLA/Non-FMLA
- military leave
- educational leave
- civic duty leave,

in which case "continuous service" for purpose of vacation credit shall not be affected.

Section 7

An employee who is reinstated or re-employed after less than three years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 8

The Appointing Authority shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the Department, shall be given to employees on the basis of years of employment with the Commonwealth.

Unused vacation leave earned during the previous two (2) vacation years can be carried over on January 1st for use during the following vacation year. Annual earned vacation leave credit not used by December 31st of the second year it was earned will be forfeited.

The Department Head is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits. Each employee shall receive annually, on or before October 1st, as of September 1st, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forthcoming to each work location by October 31st for dissemination to each employee.

The parties recognize the need to ensure the granting of personal leave, vacation, holiday and compensatory time when it is requested and as it becomes available. Towards this end the Department Heads and Union representatives at each work location shall work out procedures for implementing this policy of granting time off.

Section 9

Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave upon request of the employee and subsequent approval by the Appointing Authority.

Section 10

Employee's vacation leave balances shall be charged on an hour-for-hour basis; e.g., one hour charged for one hour used. Charges to vacation leave may be allowed in units of not less than one-half hour.

Section 11

Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made therefor.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Personnel Administrator may, upon request of the Department of the deceased person, authorize the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 12

Employees who are reinstated or who are re-employed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 of this Article. No credit for previous service may be allowed where reinstatement occurs after an absence of three years unless approval of the Personnel Administrator is secured for any of the following reasons:

1. Illness of the employee;
 2. Dismissal through no fault or delinquency attributable solely to the employee;
- or
3. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

Section 13

Vacation credits shall accrue to an employee while on a leave with pay status or on industrial accident leave.

Section 14

Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 15

If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provision of Section 8 of this Article would lose such vacation credits, the Appointing Authority of such employee shall convert such vacation credits to sick leave credits on December 31st of the year in which such vacation credits would be lost if not taken.

**ARTICLE 10
HOLIDAYS****Section 1**

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Washington's Birthday
*Evacuation Day
Patriot's Day
Memorial Day
*Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

*Only in Suffolk County

Section 2

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Department.

Section 3

When a holiday occurs on the regular scheduled workday of a full-time employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 4

When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for one day at his/her regular rate or one compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the Department Head.

Section 5

An employee required to work on a holiday shall receive a compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the Department Head or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 6

A. A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her part-time service bears to full-time service.

B. A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly scheduled to work, may use other available leave time, or upon the request of the employee and approval by the Appointing Authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the Appointing Authority, subject to operational needs.

Section 7

An employee who is on leave without pay or absent without pay for that part of his/her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly scheduled workday for which the employee is not required to work shall not receive holiday pay for that holiday.

Section 8

An employee who is granted sick leave for a holiday or part of a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that portion of the holiday not worked.

Section 9

A. An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the Department, or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.

B. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the Department Head, or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay.

Section 10 Holiday Differential

Effective January 1, 2000, employees rendering service on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall receive a holiday differential of fifty cents (\$0.50) for each hour worked in addition to any other applicable differentials.

ARTICLE 11 EMPLOYEE EXPENSES

Section 1

A. Effective January 1, 2000, when an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of twenty-seven (\$0.27) cents per mile. This rate is intended to cover the costs of garages, parking, tolls, and other charges.

Effective July 1, 2001, when an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of twenty-eight (\$0.28) cents per mile. This rate is intended to cover the costs of garages, parking, tolls, and other charges.

Mileage shall be determined by the odometer reading of the motor vehicle, but may be subject to review for reasonableness by the Appointing Authority who shall use the Milo Mileage Guidebook as a guide.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office, shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the Personnel Administrator, an employee's home may be designated as his/her regular office by his/her Appointing Authority, for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

<u>Meals</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$3.75	3:01 to 9:00 A.M.
Lunch	\$6.50	9:01 to 3:00 P.M.
Supper	\$9.50	3:01 to 9:00 P.M.

B. On the first day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment commences after six (6:00) a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before ten (10:00) p.m.

C. On the last day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment ends before six (6:00) a.m., for lunch if such an assignment ends before noon or for supper if such assignment ends before six (6:00) p.m.

D. For travel of less than twenty-four (24) hours commencing two (2) hours or more before compensated time, employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four (24) hours ending two (2) hours or more after compensated time, -employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four (24) hours.

E. Employees who are required to travel out of state for assignments of more than twenty-four (24) hours in duration shall, in lieu of the meals reimbursement provided in paragraphs A through D of this Section, receive a payment of twenty-four dollars and fifty cents (\$24.50) for each whole day during which they are on such assignment. Said payment shall be pro-rated for each partial day during which said employees are on such assignment. For the purposes of this paragraph:

1. A whole day shall be a twenty-four (24) hour period commencing at midnight; and
2. The duration of an out of state travel assignment shall begin upon the employee's departure from his/her home or work location directly to the destination of the travel assignment, and shall conclude with the employee's arrival at his/her home or work location directly from said travel assignment.

Section 3

Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 a.m. to 9:00 a.m.	\$2.75
Lunch	9:01 a.m. to 3:00 p.m.	\$3.75
Dinner	3:01 p.m. to 9:00 p.m.	\$5.75
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$2.75

ARTICLE 12 SALARY RATES

Section 1

The following shall apply to full-time employees:

- A. Effective January 2, 2000, salary rates shall be increased by 2.5%.
- B. Effective January 7, 2001, salary rates shall be increased by 2.5%.
- C. Effective January 6, 2002, salary rates shall be increased by 2.5%.
- D. In addition to the salary increases provided above, eligible employees shall receive the following salary increments:

- 1. For completion of all In-Service Training for the prior calendar year:

January 2, 2000	one and one half percent (1.5%)
January 7, 2001	one and one half percent (1.5%)
January 6, 2002	one and one half percent (1.5%)

- 2. Hazardous Duty Differential:

January 2, 2000	one percent (1%)
January 7, 2001	one percent (1%)
January 6, 2002	one percent (1%)

In the event an employee, through no fault of his/her own, is unable to complete a program or duty referenced herein, he/she shall not be denied the increase for said program or duty. The timing of implementation of such programs or duty shall not result in any delay in or alteration of the base pay increments and their respective effective dates as provided above. The dollar product of such percentage base pay increments as above provided shall be included in the Salary Schedule – Appendix “A” to this Agreement.

- E. Effective January 1, 2000, Transition Career Award Payments shall be made as follows:

<u>Years of Service</u>	<u>Weekly Payment</u>
5	\$ 7.00
10	\$10.00
15	\$14.00
20	\$17.00
25	\$20.00

Such payments shall be made weekly, however, such payments shall not be included in base pay for the purposes of computing sick pay, personal day pay, holiday pay and vacation pay and shall not be considered as regular compensation for pension purposes.

Section 2

Employees who receive a "Below" rating on their annual EPRS evaluation shall not be eligible to receive the salary increases provided in Section 1 of this Article, nor any step increases. Employees who receive a "Below" rating will have their performance reviewed on a monthly basis in accordance with Article 24A of this Agreement and will become eligible for the salary and step rate increase previously denied effective upon the date of receiving a "Meets" or "Exceeds" rating.

Section 3

The salary rate for employees hired, reinstated or reemployed on or after January 1, 2000 shall be Step 1 for the job group of his/her position except in cases where a new employee is hired by the Department at a salary rate, approved by the Personnel Administrator, above Step 1.

Section 4

A. Under the terms of this Agreement, an employee shall advance to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her Appointing Authority. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date.

B. In the event an employee is denied a step rate increase by his/her Appointing Authority, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

Section 5

A. Salary rates of fulltime employees are set forth in Appendix A of this Agreement which is attached hereto and is hereby made a part of this Agreement.

B. The salary rates set forth in said appendix shall remain in effect during the term of this agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 6

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 7

A. An employee entering a position within a bargaining unit covered by this

Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.

B. Employees entering a position covered by this Agreement from a position in a higher salary grade shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee receive a salary higher than that received in the position held prior to being lowered in job group.

Section 8

Effective January 1, 2000, or on such a later date as may be determined by the Employer, all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

Effective January 1, 2000, or on such a later date as may be determined by the Employer, salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

Section 9

Whenever an employee is promoted into a position covered by this Agreement, the employee's new salary rate shall be calculated as follows:

1. For employees who are below the maximum step within their current job:
 - a. Determine the employee's current salary rate and step within his/her current job group; then
 - b. Find the salary rate of the next higher step within the employee's current job group; and
 - c. Multiply the employee's current salary rate by one and three one-hundredths (1.03); then
 - d. Compare the higher of the resultant amounts from b) or c) above to the salary rates for the higher job group into which the employee is being promoted.
 - e. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from d) above.
2. For employees who are at the maximum step within their current job:
 - a. Determine the employee's current salary rate and step within his/her current job group; then,
 - b. Multiply the employee's current salary rate by one and three one-hundredths (1.03); then,
 - c. Compare the resultant amount from b) above to the salary rates for the higher job group into which the employee is being promoted.

The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant amount from c) above.

ARTICLE 13

GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 1

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependents under the Plan.

Section 2

The Employer and the Union recognize that the escalating cost of group health insurance is a matter of mutual concern.

Therefore, the parties agree to establish a joint Labor/Management Committee on Health Care Cost Containment comprised of two (2) representatives designated by the Employer and two (2) representatives designated by the Union. Said Committee shall meet within thirty (30) days after the signing of this Agreement and no less than twice per month. The Committee on Health Care Cost Containment shall consider such issues as it deems appropriate for the purpose of reducing the rate of increase of the cost of group health insurance. The Committee shall also explore the feasibility and advisability of alternative approaches to the provision and administration of group health insurance.

A report on the Committee's findings, together with any proposed legislation, shall be filed with the Secretary for Administration and Finance with a copy to the Executive Director of the Group Insurance Commission no later than one (1) year from the date that this Agreement becomes binding.

ARTICLE 13A

HEALTH AND WELFARE

Section 1 Creation of Trust Agreement

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.

The Board of Trustees of the Health and Welfare Fund shall determine, in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust, such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2 Funding

A. Effective January 1, 2000, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$8.00 per calendar week.

B. Effective July 1, 2001, the employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$9.00 per calendar week.

C. Effective July 1, 2002, provided that the Board of Trustees of the Health and Welfare Fund established in Section 1 of this Article continues to maintain the employee Day Care Assistance Pilot Program, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$11.00 per calendar week. Said Board of Trustees shall continue to maintain said Day Care Assistance Pilot Program for the duration of this Agreement.

Effective July 1, 2002, in the event the employee Day Care Assistance Pilot Program is not maintained, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$10.00 per calendar week.

D. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Section 3 Non-grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any Collective Bargaining Agreement between the Employer and the Union.

Section 4 Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged hereby with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section 2 above.

ARTICLE 13B TUITION REMISSION

Full-time employees shall be eligible for tuition remission as follows:

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the M. D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, excluding the M. D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply;

C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to the approval of the Board of Higher Education and the policies and procedures of same.

D. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.

E. Spouses of full-time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the Employer (HRD) will require the subordination of spousal eligibility rights to those remission benefit rights extended to full-time state employees in different bargaining units as well as full-time employees covered by the provisions of this Agreement.

ARTICLE 13C

Dependent Care

Section 1

The Employer and the Union acknowledge that dependent care issues are of major concern to both parties. In order to address these issues there shall be a joint Labor/Management Committee comprised of four (4) members designated by the Employer and four (4) members designated by the Union. The Committee shall meet on a monthly basis and shall consider issues relating to dependent care.

ARTICLE 14

PROMOTIONS & TRANSFERS

Section 1 Promotional Probationary Periods

1. An employee promoted to a position covered by this Agreement shall serve a probationary period of nine (9) months.
2. All promotions shall be contingent on successful completion of the probationary period.
3. Only time actually worked with full job duties of the new position shall be counted toward fulfillment of the probationary period.
4. If an employee's performance is determined to be unsatisfactory during the probationary period said employee shall be returned to a vacant, fillable position in the job title from which he/she was promoted.
5. As close to the mid-point of the above designated probationary period as possible, the supervisor of the promoted employee shall meet with the employee to discuss his or her performance in the new position.

6. At any time during the probationary period where said promotion was made within the same Appointing Authority, at the employee's request, he/she shall be returned to a position in the job title from which he/she was promoted, provided that there is a vacant, fillable position in the job title from which he/she was promoted.

Section 2 Transfer/Reassignment

- A. Involuntary transfers may be made in accordance with Departmental needs for the good of the Department. However, involuntary transfers will not be made for the purpose of harassing employees. No transfer or reassignment shall impose unreasonable hardship on the affected employee as determined by Civil Service Law.
- B. Except in cases of staffing shortage or emergency, when the Employer desires to transfer/reassign employees due to operational needs, the Employer may directly contact employees to solicit volunteers from among the group of potentially affected employees, and may select from among volunteers.
- C. The Employer shall, whenever practicable, give an employee who is being transferred or reassigned ten (10) working days written notice.

Section 3

All employees covered by this Agreement whose employment in a particular facility is being phased out and who are being transferred or reassigned to another facility, shall bring to that facility, all seniority rights they hold at the time of said transfer or reassignment.

Section 4

In accordance with past practice, an employee may indicate a preference for a desired assignment, shift or day off. This preference shall not be binding on the Department.

ARTICLE 15 CONTRACTING OUT

Section 1

Should it become necessary, a Special Labor Management Committee may be formed to advise the Secretary of A & F on contracting out of personnel services. The Committee shall consist of two persons designated by IBCO/NAGE and two persons designated by the Personnel Administrator. Said Committee shall develop and recommend to the Secretary of A & F procedures and criteria governing the purchase of contracted services by the Commonwealth where such services are of a type traditionally performed by bargaining unit employees.

Section 2

In the event that the IBCO/NAGE desires to discuss the purchase of services which are the type currently being provided by employees within the Department covered by this Agreement, IBCO/NAGE shall request in writing a meeting of the Special Labor Management Committee established in Section 1.

The Committee shall examine both the cost effectiveness of such contracts and their impact on the career development of IBCO/NAGE members. In the event that the parties fail to reach an agreement in the Committee, the parties agree to submit the matter to an expedited fact-finding process.

Section 3

When the Department contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the Department for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

Section 4

In the case of 03 contracts with individuals, the Committee shall review them to determine whether the work to be performed is long-term in nature, and whether it should more appropriately be performed by regular employees provided nothing in this Article shall limit the authority of the Secretary of A & F to promulgate rules and regulations covering contracting out of services pursuant to Chapter 29, Section 29A.

ARTICLE 16 CLASSIFICATION AND RE-CLASSIFICATION

Section 1 Class Specifications

The Human Resources Division shall determine:

- A. job titles;
- B. relationship of one classification to the others; and
- C. job specifications.

The Employer shall provide the Union with a copy of the class specification of each title covered by the Agreement for which such a specification exists.

Section 2 Employee Access

Each employee in the bargaining unit shall be provided with a copy of his/her class specification.

Section 3 Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Personnel Administrator or the Civil Service System which the individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under Article 23 herein.

Section 4 Class Reallocations

Class reallocations may be requested by the Union whenever it believes a reallocation is justified. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court to provide the necessary funding for such class reallocation. If, however, the parties are unable to reach agreement the matter shall not be subject to the grievance procedure.

Section 5

The Employer and the Union agree that the procedure provided in Section 16.4 shall be the sole procedure for class reallocations for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

ARTICLE 17 TECHNOLOGICAL CHANGE

Section 1 Introduction

A. The Commonwealth and the Union recognize that automation and technological change are fast becoming an integral part of work in many of the departments/agencies in the state. Both parties are aware of the enormous impact these changes will have and are having on employees and the way in which they perform work. The Employer and the Union are committed to making this transition to automation in as responsive a way as possible to both the human issues and the provision of services to the public.

The Commonwealth and the Union are committed to the concepts that technology was not intended to replace state employees; that the transition be orderly and comfortable to agencies and employees; that the Union provide input in developing implementation, health and safety guidelines; and that adequate and appropriate training be available to employees to provide for job protection and advancement or retraining.

B. The Employer will notify the Union at least ten (10) working days in advance of any proposed technological change, including the introduction of VDT's in the work place.

C. The Commonwealth and the Union further recognize that automation and technological change are integral components of the way all departments and agencies better meet the challenges of effectuating business practices which ensure that they more effectively and efficiently attain their missions.

The Commonwealth and the Union recognize that the Commonwealth's Human Resources/Compensation Management System (HR/CMS) is the most comprehensive review of business processes regarding payroll, personnel and other processes ever undertaken by the Commonwealth, replacing such current systems such as PMIS and CAPS.

Therefore, the Commonwealth and the Union agree that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.

To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g. the change from a weekly to bi-weekly payroll system). The Commonwealth and the Union will establish a Special Labor-Management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.

Section 2 Joint Committee on Technological Change and Automation

To ensure that the introduction and implementation of technological changes in the workplace occur in the most effective manner, a Joint Committee with equal representation from HRD and the Union be established. The purpose of the Joint Committee will include:

1. To review the impact of technological changes as soon as possible after the development of the implementation plan.
2. To meet and discuss the impact of the implementation plan on such issues as wage and classification changes; career ladder realignment; methods of introduction of new equipment and operating procedures; ergonomic specification; health and safety issues; training and job redesign.
3. To develop and recommend specific training programs and/or procedures regarding use and operation of computer equipment.
4. To review specific problems as they arise.

Section 3 Ergonomic Guidelines

A. The State guidelines on visual display terminals, CRT's and printers, originally issued in 1984 and periodically amended, shall be used as a reference for this Agreement, to be applied where practicable.

B. The Union will be notified in advance of any proposed changes in these guidelines.

Grievances alleging a violation of this Section may be grieved through step III of the grievance procedures of Article 23 Section 2.

Section 4 Classification

The parties agree that where jobs are significantly impacted by the introduction of technology/automation, these jobs will be subject to the appropriate review through the class reallocation appeals process designated in Article 17.4 of this Agreement. Where possible, new job classifications will be included in the bargaining unit.

Section 5 Health and Safety

A subcommittee of the Joint Committee will be established to review and discuss health and safety guidelines.

A. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned

within two (2) weeks of notification, for the duration of the pregnancy. Such work assignment shall be determined by the Appointing Authority or his/her designee. This request must be made in writing to the Appointing Authority with verification from the employee's physician. While in such alternative assignments, the employee shall be paid at his/her regular rate of pay.

B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a continuous period of fifteen (15) minutes. Such period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.

C. Agencies will provide safety training on all equipment for all operators. Wherever, possible, VDT's will be fitted with proper equipment to prevent possible radiation hazards.

D. Agencies will make every effort to ensure safe equipment through regular monitoring and maintenance of equipment and will provide necessary materials for routine maintenance by operators.

Section 6 Training

The Commonwealth and the Union recognize that the introduction of technological changes will require the need for employees to develop many different or new skills. To ensure that employees are adequately prepared to retain their current positions or to move into newly automated positions, the State is committed to providing training programs in the use of computer equipment as well as generic training for specific programs.

Section 7 Technology Resources

The parties specifically agree that all hardware, software, databases, communication networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of the Commonwealth and is expected to be used only as it has in the past for official Commonwealth business. Use by employees of the Commonwealth's technological resources constitutes express consent for the Commonwealth and its Department/Agencies to monitor and/or inspect any data, any electronic mail messages, and any web sites that they may access. The Commonwealth retains, and through its Departments/Agencies, may exercise the right to inspect any user's computer, any data contained in it, and any data sent or received by that computer.

Notwithstanding the above, under no circumstances will the following be considered valid business uses of the Commonwealth's technology:

- ?? In furtherance of any illegal act, including violation of any criminal or civil laws or regulations, whether state or federal;
- ?? For any political purpose;
- ?? For any commercial purpose;
- ?? To send threatening or harassing messages, whether sexual or otherwise;
- ?? To access or share sexually explicit, obscene, or otherwise inappropriate materials;
- ?? To infringe any intellectual property rights;

- ?? To gain, or attempt to gain unauthorized access to any computer or network;
- ?? For any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs;
- ?? To intercept communications intended for other persons;
- ?? To distribute chain letters; or
- ?? To access online gambling sites.

The parties agree that the foregoing list and policy is not all-inclusive and will meet as needed to make appropriate modifications thereto.

The Department will disseminate this Section to its employees on an annual basis as part of the employee's performance evaluation and afford said employees the opportunity to request clarification should it be necessary. The employee shall then sign an acknowledgment that he/she has received, read and understands this Section within ten (10) working days of receipt.

ARTICLE 18 LAYOFF PROCEDURE

Section 1 Applicability

The provisions of this Article shall apply only to non-civil service employees and shall not apply to the separation from a position by reason of the certification of a civil service list by the Personnel Administrator, provided, however, that the employee displaced by the use of the civil service list shall be the least senior person in the title in the work unit to which the civil service appointment or promotion is being made. As used in this Article seniority shall mean service rendered in title.

Section 2 Layoff/Notice to Union/Notice to Employee

In the event that Management becomes aware of an impending reduction in workforce it will make every effort to notify the Union at least ten (10) calendar days prior to the layoff. Management will notify the affected employees in writing not less than five (5) working days in advance of the layoff date. In the event there is a reduction in work force within the Department, the Human Resources Division will encourage the Department to develop a Voluntary Layoff Incentive program for affected employees. However, nothing contained in this Article shall preclude the Department from rejecting a volunteer based on the operational needs of the Department.

Section 3

Employees who are separated from employment as the result of a layoff and who are subsequently recalled to employment shall for purposes of determining their salary upon recall under Article 12, be credited with their prior service and shall not upon recall be considered to be "hired, reinstated or reemployed" notwithstanding the provisions of Article 12 to the contrary.

Section 4

The Department shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant bargaining unit positions for which the laid off employee is determined qualified by the Department.

Section 5

A laid off employee will remain on the recall roster for three (3) years except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off, and refuses such offer shall be removed from the recall list and his/her rights shall terminated at that time.

Section 6

The parties may, by agreement in writing, alter the implementation of this Article to meet the varying needs of the Department.

ARTICLE 19 SAFETY AND HEALTH

Section 1

A. The Employer agrees to provide a safe, clean wholesome surrounding in all places of employment.

B. Each Department Head shall issue instructions to all supervisory personnel to carry out the provisions of this Article.

C. When an employee reports any condition which he/she believes to be injurious to his/her health to the administrative head of a work location, the administrative head shall correct the situation if within his/her authority, or shall report said complaint to his/her supervisor.

D. A copy of the provisions of this Article shall be conspicuously posted in each work location.

E. In all new places of employment, where the Union alleges that the air quality is inferior, the person in charge of the location will make reasonable efforts to have air quality checked. If the air quality is found to be sub-standard, the person in charge of the location shall make reasonable efforts to improve it.

F. Whenever temperature inside any work location is unusually hot or cold, the person in charge of such work location shall immediately contact the person responsible for the building to determine the cause and probable length of time necessary to correct the problem.

G. The Employer will make every reasonable effort to abate asbestos containing materials as recommended by the Division of Occupational Hygiene. Where such clean-up is not possible, the Employer will make every effort to avoid making work assignments which will unduly expose employees to known hazardous materials.

H. Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may request a temporary reassignment within their job description or a comparable position, and may be reassigned within two (2) weeks of notification for the duration of the pregnancy. Upon request by management, the employee will provide medical evidence. Such work assignments shall be determined by the Appointing Authority or her/his designee. This request must be made in writing to the Department.

I. Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 23, but may not be the subject of arbitration.

J. Effective January 1, 2001, the use or possession of tobacco products by employees is prohibited during the performance of their duties or while on the premises of any Department of Correction facility. This prohibition does not apply to the otherwise lawful possession or use of tobacco products in an employee's personal motor vehicle or in the parking lot of a DOC facility.

The parties agree that between January 1, 2001 and December 31, 2001, no employee shall receive discipline in excess of a verbal warning for a good faith violation of this policy. This Section, however, does not modify the current smoking prohibition set forth in M.G.L. Chapter 32, Section 94.

ARTICLE 19A MANAGEMENT DIRECTIVES

It is understood and agreed that formal policy changes affecting working conditions of employees in the bargaining unit, will be forwarded to the Union in order for the Union to have the opportunity to meet and confer with management upon the impact of the directive.

ARTICLE 19B TRAINING AND CAREER LADDERS

Section 1 General

The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

Section 2 Committee

Toward these ends, the Employer and the Union agree to establish a Statewide Training and Career Ladders Committee consisting of two (2) persons appointed by the Union and two (2) persons appointed by the Personnel Administrator. Such committee shall function continuously throughout the life of this Agreement.

Section 3 Union Access To Training

All training bulletins pertinent to this Article shall be sent to the Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

Section 4 Training Programs for Non-Civil Service and Civil Service Status Employees

Training programs which may be recommended and initiated for job titles, classes, functions and so on which include personnel in both Civil-Service and non-civil service status shall be available to all such qualified personnel regardless of Civil Service or non-civil service status.

Section 5 Currently Available Educational Opportunities

Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to employees of the Commonwealth.

Section 6 Voluntary Attendance

Attendance at all courses/programs offered by the Training and Career Ladders program shall be voluntary and in accordance with the training and career ladder policies.

Section 7 Job Enrichment

The Department shall utilize existing resources to assist employees who request career development guidance. The Department/Agency shall notify the Union of the individual(s) who will assume this career guidance responsibility.

Section 8 Funding

A. On July 1, 2000, the Employer shall establish a fund in the amount of \$35.00 per fulltime equivalent, and on July 1, 2001, shall add an equivalent amount to said fund per full-time equivalent on the payroll, to maintain the Statewide Training and Career Ladders Program.

B. The Fund provided herein shall be available for utilization first for HR/CMS related training. Any funds remaining after the completion of HR/CMS related training may be allocated to other training opportunities.

**ARTICLE 20
REASSIGNMENTS**

Geographical reassignments may be made in accordance with departmental needs. Prior to a reassignment, an employee who is adversely affected by the reassignment may request a discussion of said reassignment with the Appointing Authority or his/her designee. In the discussion the Employer shall take into consideration the family lifestyle of the employee, the distance of the reassignment, the availability of car pools and/or public transportation and/or any other employee hardship.

ARTICLE 21 CREDIT UNION DEDUCTION

The Commonwealth agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization for the deduction for the purchase of shares in, making deposits to, or repaying a loan to a credit union organized under appropriate provisions of the Massachusetts General Laws. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Commonwealth and the treasurer of the credit union thirty (30) days in advance of the desired cessation of payroll deduction.

ARTICLE 22 ARBITRATION OF DISCIPLINARY ACTION

Section 1

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six (6) consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon re-employment whether in the same or a different job title.

Section 2

In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten (10) working days of the date such action was taken.

Section 3

In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten (10) working days of the date such action was taken. Upon receipt of the grievance at Step II, the Appointing Authority shall review the actions taken at the lower level and shall either:

1. Hold a full conference at Step II and the provisions of "Article 23 - Grievance Procedure" shall apply, or,
2. Issue a written decision to waive the grievance to Step III and the provisions of "Article 23 - Grievance Procedure" shall apply.

Section 4

As a condition precedent to submitting a grievance alleging a violation of Section 1, pursuant to "Article 23 - Grievance Procedure", the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer (Appendix B), a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

Section 5

- A. Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to Article 232 the arbitration shall be conducted on an expedited basis.
- B. An employee and/or the Union shall not have the right to grieve, pursuant to Articles 22 or 23, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown or withholding of services unless the Union alleges that the employee did not engage in such conduct.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 1

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining Agreement.

Section 2

The grievance procedure shall be as follows:

Step I An employee and/or the Union shall submit a grievance in writing, on the grievance form prepared by the Employer (Appendix B) to the person designated by the agency head for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply by the end of seven (7) calendar days following the date of submission, or if a meeting is held to review the grievance by the end of twenty-one (21) calendar days following the date of the submission.

Step II In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form prepared by the Employer to the person designated by the agency head for such purpose within ten (10) calendar days following the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The agency head or his/her designee may meet with the employee and/or the Union for review of the grievance and shall issue a decision to the employee and/or the Union within fourteen (14) calendar days following the day the grievance is filed.

Disciplinary grievances filed at Step II or Step III of the grievance procedure, must also contain the "Waiver of Right to Appeal Disciplinary Action" form (as outlined in Article 22). Grievances not

containing the signed waiver by the date of the scheduled conference or the rendering of a decision shall be considered denied.

In disciplinary matters for which the agency head or his/her designee issues a decision to waive the grievance to Step III as described in Article 22, Section 3, such written decision shall be issued within ten (10) calendar days following the day on which the appeal is filed at Step II. In such instances, the agency head or his/her designee shall forward a copy of the decision to waive the grievance to Step III, along with a copy of the disciplinary notice and the documentation presented by both parties at the pre-disciplinary hearing, to the Human Resources Division.

Step III In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented, on the grievance form included in Appendix B of this Agreement, to HRD within ten (10) calendar days of the receipt of the unsatisfactory decision at Step II and notice shall be given to the agency involved. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. HRD shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty-one (21) calendar days following the close of the conference. HRD, at Step III, shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.

Step IV Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing a completed Request for Arbitration form with the Human Resources Division. Such form must be filed within thirty (30) calendar days of the receipt of an unsatisfactory Step III response. Simultaneous notice shall be given to the agency involved.

Section 3

The parties agree to explore Alternative Dispute Resolution options throughout the grievance procedure to the extent outlined in Section 15 of this Article.

Section 4

Once arbitration has been requested by the Union a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve (12) month period due to inaction of the Union, the grievance is thereby withdrawn with prejudice but without precedence.

Section 5

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within thirty (30) days of HRD's receipt of the Request for Arbitration, if HRD has not proposed to the Union a list of arbitrators acceptable to HRD or if there has been no agreement on an arbitrator the Employer or the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 6

The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150C.

Section 7

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and HRD. Each party shall bear the cost of preparing and presenting its own case except in the case of an untimely cancellation by either of the parties; then such expense shall be borne solely by the party at fault.

Section 8

If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, the Union may re-institute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

Section 9

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step IV. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 10

In any disciplinary matter, once a conference has been held at either Steps II or III, or in any non-disciplinary matter, once a conference has been held at Steps I, II or III, neither party shall substantively change, modify or expand the charges, arguments, witness list or written documentation presented at that previous conference at the next step of the grievance procedure without endeavoring to give notification to the other party prior to the next scheduled conference or arbitration.

Section 11

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 12

The Department shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

Section 13

The Union Steward at Step I and the Union Representative at Step II, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

Section 14

It is agreed that grievances will not be filed by the Union, nor accepted by the Commonwealth, by facsimile. Any grievances received by facsimile will be denied as not properly filed.

Section 15

- A. A sub-committee of the Commonwealth's Joint Labor-Management Committee, consisting of two (2) people designated by IBCO/NAGE and two (2) people designated by the Commonwealth, may meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step III grievance level.
- B. Furthermore, the committee may meet bi-monthly to review the Commonwealth's grievance procedure, review training needs related to the grievance procedure and to review individual labor-management proposals jointly submitted by the Department and Union representatives regarding alternative dispute resolution pilot programs, training needs and possible improvements to the efficiency of the grievance procedure.
- C. At, or following, the Step III stage of the grievance procedure an Alternative Dispute Resolution (ADR) pilot program may be developed with a goal for initial implementation within six (6) months from the signing of the Agreement. ADR programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences.

ARTICLE 24 PERSONNEL RECORDS

Section 1

Each employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

Section 2

Whenever any material, including evaluations, is to be inserted into the official personnel file or record of an employee, the employee shall be given a copy of such material upon its insertion. Whenever any material, including evaluations, is inserted into the personnel file or record of an employee, such material shall be date stamped before its insertion.

Section 3

- A. The Union or any employee may challenge the accuracy or propriety of any material and/or evaluations in their personnel file or record by filing a written statement of the challenge in the official personnel file or record.

- B. The Union or any employee may file a grievance based on a performance evaluation or on any material either of which results in a negative action. Upon a determination at any step of the grievance procedure that such performance evaluation, any other material or portion thereof, is either inaccurate or improperly placed in such employee's personnel record, such inaccurate evaluation, material, or portion thereof, shall be removed from the file together with any of the employee's statement or statements thereto.
- C. Notwithstanding the provisions of paragraph B above, an employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions and which warns the employee that further transgressions may result in suspension, demotion or discharge. Said memorandum will be found to violate this Agreement only if it is arbitrary, discriminatory or if it contains allegations which are erroneous. Said grievances shall be grievable to Step II.
- D. The parties agree that reprimands that have been placed into the personnel record of an employee which are more than two and a half years old from the date of the issuance of the reprimand, provided there has been no subsequent discipline imposed, shall be removed from the personnel record.
- E. There shall be only one (1) official personnel file or record maintained by the Employer. Information not included in the official personnel file or record shall not be considered valid information and shall be purged.

ARTICLE 24A

PERFORMANCE EVALUATION

Section 1

There shall be no variation in format within the Department for the same job title. Any format must meet the following criteria (subject to formal promulgation under M.G.L. c. 31, s. 4 and 6A):

- A. All employee evaluations shall be in writing and shall be included in the employee's official personnel file. The Union shall be notified should the employee lack English proficiency to understand the evaluation and its process. All EPRS evaluations shall be based on a "Meets" expectations, "Exceeds" expectations, or "Below" expectations standard.
- B. Evaluations shall be completed by the employee's immediate state supervisor and be approved by a state supervisor of a higher grade designated by the Appointing Authority (except in cases of potential conflict of interest or other legitimate reasons).

- C. A Final Formal EPRS evaluation shall be completed once per year for each member of the Bargaining Unit. Probationary employees shall be evaluated by the mid-point of their probationary period. However, the standard EPRS program shall commence no later than the first July 1st of their employment.
- D. Prior to each evaluation period the supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee's performance.
- E. The performance dimensions shall be objective and job-related.
- F. At least once during the evaluation period, at or near its mid-point, the supervisor shall meet with the employee to review the employee's progress. The employee shall have two (2) work days to review the evaluation prior to signing it. A remedial development plan shall be formulated jointly if the mid-term review results in a rating of "Below".
- G. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. Following the employee's review, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall have two (2) work days to review the evaluation prior to signing and shall be given a copy of the completed form. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof.

Section 2

There shall be established within each agency a Labor/Management Committee, consisting of not more than two (2) representatives of each party, which shall meet at reasonable times to discuss any problems or issues surrounding the Performance Evaluation System.

Section 3

- A. Any employee who has received a rating of "Below" will have his/her evaluation reviewed monthly by the Appointing Authority or his/her designee, who shall review all the circumstances of the rating. The Appointing Authority or his/her designee may redetermine the rating after reviewing the circumstances of the initial evaluation. If the Appointing Authority or his/her designee redetermines the rating the employee will receive the increase retroactive to the date of original step increase due, or Article 12 increase, whichever is appropriate. If the Appointing Authority or his/her designee does not redetermine the rating the employee may file, through IBCO/NAGE within fourteen (14) days with the Human Resources Division, a request for a review of the Appointing Authority's or his/her designee's determination by a tripartite panel consisting of one person designated by IBCO/NAGE, one person designated by the Personnel Administrator and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis. The standard of review to be applied by the panel shall be solely limited to whether or not the final performance rating of "Below" was justified. The

decision of the tripartite shall be final and binding and any employee having a "Below" rating overturned shall be made whole in as prompt a manner as possible. Any costs associated with this process will be borne equally by the parties.

- B. The Department shall develop a remedial plan for an employee receiving any "Below" rating. Employees that may be nearing a "Below" rating shall be counseled by his/her supervisor as soon as possible, in advance of their final stage of the evaluation as to the specific areas that must be improved and what they must do to attain a "Meets" rating.
- C. All performance merit ratings shall be based upon the EPRS system as found in this Article of the IBCO/NAGE Agreement and all payment of salary and/or step increases shall be based upon current language found in Article 12 related to pay for performance.
- D. All financial considerations (i.e. merit increases, step rate increases) shall be based on the employee's most recent, final annual evaluation.

Section 4

Nothing in this Agreement shall be construed as limiting in any way any other appeal rights provided by law, except that the appeal procedures provided in this Agreement shall not be available to any employee who elects to appeal his/her evaluation rating under the provisions of G.L. c. 31, section 6C.

Section 5

The Parties agree to establish a Labor/Management Committee consisting of two representatives selected by IBCO/NAGE and two representatives selected by HRD. The Committee shall meet bi-monthly and shall review and make recommendations concerning the Commonwealth's policies and practices regarding the review and maintenance of Personnel Records. The Committee shall also discuss problems involving the Performance Evaluation System which are unrelated to the Labor Management Committees established above.

Section 6

The Parties agree to establish a Labor/Management Committee to review and make recommendations to revise the Performance Evaluation Guidelines/Form. Said Committee shall consist of two (2) representatives selected by the Union and two (2) representatives selected by HRD. The Committee shall convene and shall continue to meet upon request by either party.

ARTICLE 25 RE-OPENER

In the event that during the term of this Agreement, but subsequent to its execution by the parties, a collective bargaining agreement is both submitted by either the Governor or the Secretary for Administration and Finance and said agreement is funded by the Legislature, and in the event that said agreement involves public safety employees of the

Commonwealth's Executive Branch, the Board of Higher Education or the Board of Trustees of the University of Massachusetts, and in the event that such agreement provides across the board increases to base salaries which are greater, for the period January 1, 2000 through December 31, 2002, than those provided by this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

ARTICLE 26 LABOR/MANAGEMENT COMMITTEE

Section 1

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Labor/Management Committee shall be established which shall consist of up to two (2) representatives designated by the Employer and up to two (2) representatives designated by the Union.

Section 2

The Committee shall meet at least twice each year. Such meeting shall not for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of the Agreement and to other matters of mutual concern including improvement of employer/employee relations and improvement of productivity.

ARTICLE 27 NO STRIKES

Section 1

Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 2

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article, and if such action does occur, to exert its best efforts to terminate it.

ARTICLE 28 SAVING CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Human Resources Division and may be submitted by the Union to expedited arbitration.

ARTICLE 29 DURATION

This Agreement shall be for the three year period from January 1, 2000 to December 31, 2002 and terms contained herein shall become effective on January 1, 2000 unless otherwise specified. Should a successor Agreement not be executed by December 31, 2002, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after May 1, 2002.

ARTICLE 30 APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L. c.150E, section 7, in which case, the cost items shall be effective on the date provided in the Agreement. The Employer shall make such request of the General Court. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

ARTICLE 31 CONTAGIOUS DISEASE

This Article shall operate in conjunction with Article 20, Section 1(C), "Safety and Health", of this Agreement. It shall provide the operational framework and clarity to the Department's handling of instances at Institutions and/or facilities where the outbreak of a contagious disease has occurred. Due to privacy laws testing for the AIDS virus shall not be part of this Agreement. It shall be agreed by the parties to the following:

1. Where the Department of Correction, in conjunction with the Department of Public Health, has determined that a contagious disease outbreak has occurred at a Department Institution or facility through the existence of credible medical evidence, the Department shall implement an education and testing program at such site. All employees and inmates at the site must be tested for the contagious disease.
2. Such testing will be done by medical personnel from the Department of Correction and with medical personnel from the Department of Public Health except as provided in #4 below.
3. If the contagion is tuberculosis, the actual tuberculosis testing will be conducted by the medical personnel from the Department of Public Health with assistance provided from medical personnel from the Department of Correction. Nothing herein shall prevent an employee from insisting that he/she be tested by personnel from DPH. Each employee at each facility shall be tested in an administrative area (e.g. conference room) or other areas where

inmates are not present. Such testing will be done during the employee's shift or tour of duty.

4. Employees may decline to be tested at their work sites; however, any such employee so declining must be tested by utilizing one of the following two alternatives:
 - a. the employee, on his/her own time, may be tested by his/her own physician. If this alternative is chosen the Department will give the employee a letter to bring to his/her physician and the physician will report the results to the Department of Public Health on a form provided to him/her subject to the confidentiality requirements set forth below; or
 - b. the employee may, on his/her own time, be tested at any of the Department of Public Health clinics located within the Commonwealth.
5. All test results, regardless of where the employee opts to be tested, shall remain strictly confidential and maintained only for database purposes by the Director of Health Services. No test results shall be placed in an employee's personnel file either at the Central Office or at the work site (Superintendent's Office).
6. Any employee found to have tested positive for the contagion and needing medication, shall have such medication provided by the Department. Employees who so desire may have their families tested, free of charge, by the Department of Public Health, and if testing positive shall have medication provided to them free of charge, by the Department of Correction.
7. Any employee who tests positive for tuberculosis must have a follow-up chest x-ray. Such procedure will be available at a DOC/DPH Facility during the employee's shift.
8. Any employee who develops a diagnosed case of a contagious disease under the terms of this Article, i.e., pertussis (whooping cough), tuberculosis, etc., may file an industrial accident claim without opposition from the DOC. An employee who develops active tuberculosis will be required to remain off the job during the period of contagion. Such employee may utilize sick leave.
9. Any employee who tests positive for any communicable disease is expected to and must follow all recommended health procedures, i.e., the taking of medication, proper testing, etc., which are provided by the DOC and DPH.

ARTICLE 32

EDUCATIONAL INCENTIVE PAY PLAN

Section 1

There is hereby established an educational incentive pay plan for bargaining unit employees to be implemented effective upon execution of this Agreement.

Section 2

All bargaining unit employees who have earned or shall earn a degree from an accredited educational institution shall be entitled to and shall receive, in addition to other compensation under this Agreement, in the manner designated herein, an annual payment according to the following schedule:

Associates Degree	\$1,500.00
Baccalaureate Degree	\$2,500.00
Masters/Doctorate Degree	\$3,000.00

Section 3

Payments under the Plan shall be made bi-weekly and shall be included in base pay for the purpose of computing sick pay, personal day pay, holiday pay and vacation pay and shall be considered as regular compensation for pension purposes to the extent permitted by law.

Section 4

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III (Human Resources Division) of the grievance procedure as set forth in Article 23, but shall not be the subject of arbitration.

ARTICLE 33 CLOTHING ALLOWANCE

Section 1

Effective July 1, 2000, an annual cash payment of \$750.00 shall be made to all members of the bargaining unit. All such employees shall be provided a uniform and the cash payment shall be for the purpose of cleaning their work attire. The Department shall continue the practice of giving each new employee a new issue of clothing (current issue) and of replacing torn or worn out prior issues.

All bargaining unit employees are expected to keep their attire in a neat, clean and professional manner at all times while representing the Department of Correction.

ARTICLE 34 EMPLOYEE LIABILITY

Section 1

An employee having custody of a patient or prisoner or rendering care or services to an individual who is charged with a crime against the person, such crime alleged to have been committed while the employee was in the presence of the person alleging same and while such employee was performing his/her duties, and who, after hearing, is found by a court of law to be "not guilty" of such crime, shall be entitled to apply for reimbursement not exceeding \$500.00 of the legal fees actually incurred and paid by him/her in connection with the legal defense of such alleged crime in court. This Section pertaining to reimbursement shall not apply in any case where the criminal complaint is disposed of in any manner other than an adjudication of "no probable cause", "not guilty", or similar

adjudication indicating the employee is innocent. Dispositions by way of nolle prosequi, plea bargaining, dismissal for lack of prosecution or any other disposition other than one clearly exonerating the employee on the merits shall not qualify the employee for reimbursement pursuant to this section; nor shall this section apply if the crime is alleged to have been committed while the employee was off duty.

Section 2

The parties expressly recognize that this Article is intended to provide limited reimbursement to an employee who is the victim of a frivolous or malicious criminal charge related to the manner or means by which the employee performs his/her duties, and such employee has been required to employ an attorney to exonerate him/her in a criminal court.

Section 3

An eligible employee as described in Sections 1 and 2 may apply for reimbursement to a special "Reimbursement Panel" to be made up of three (3) people: the Departmental Commissioner or his/her designee, the President of Union or his/her designee, and one (1) other person selected by the other two (2). The panel shall evaluate the employee's claim for reimbursement and make a finding that either: (a) the employee is eligible for reimbursement as described in Sections 1 and 2; or that (b) the employee is not eligible.

A determination of eligibility must be the result of a unanimous vote of all three (3) panel members. Any non-unanimous vote must result in a finding of non-eligibility.

The determination of the reimbursement panel shall be final and may not be appealed. The decision of the panel as to reimbursement shall not be subject to the grievance procedure contained in Article 23A.

Section 4

No application for reimbursement shall be entertained by the panel until such time as there has been a final adjudication in court. Nor shall any application be entertained if the Department has taken any disciplinary/administrative action against the employee which is based on the same factual allegations that gave rise to the criminal action, unless and until such disciplinary/administrative action is finally resolved in favor of the employee.

Section 5

This Article shall not apply if the employee's fees for his/her criminal defense have been provided by any legal defense funds, insurance policies or the like.

Section 6

Nothing in this Article shall prevent the Union from seeking legislative relief above and beyond the said \$500.00.

Section 7

In addition to other issues concerning employee liability that the Committee chooses to address, the committee shall specifically consider the following issues:

1. the relationships between M.G.L. c. 258, section 2 and any higher insurance premium that may be charged to an employee who uses his/her private car in the course of his/her employment; and
2. whether or not the Committee ought to recommend to the legislature that the "assault pay" provisions of M.G.L. c. 30, section 58 be expanded to include any other titles within this bargaining unit.

ARTICLE 35 DRUG TESTING/SCREENING

An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her Superintendent or management designee.

Such drug testing shall be administered by a qualified physician of the Department's choice. The initial method of testing shall be by gas chromatography/mass spectrometry test. If such test is positive, a second confirming test shall be administered. All tests shall be paid for by the Department.

Termination will result if the employee refuses to be administered the test.

Positive findings from both of the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of a Department-approved drug rehabilitation program. Termination of the employee will result if he/she refuses to participate in such program.

Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to drug screening based on probable cause for a period of two (2) years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered a drug test during this two (2) year period when requested to by his/her Superintendent or Management designee, based on probable cause, shall be terminated.

ARTICLE 36 PHYSICAL FITNESS STANDARDS

Section 1 Intent of Fitness Standards

The Employer and the Union agree that it is mutually beneficial to ensure that each employee is physically capable of performing the essential functions, as defined in the Americans with Disabilities Act, necessary for his/her service in a position covered by this Agreement. The Employer and the Union further agree that the development of valid, job-related medical and physical fitness standards, and the establishment of a program of regular medical and physical fitness examinations to determine compliance with said standards, is the best means of ensuring the physical capabilities of its employees as stated above.

Section 2 Initial Fitness Standards

The Union shall provide its full support and cooperation to the Human Resources Division (HRD) and/or HRD's designee in the development of initial medical and physical fitness standards. Successful completion of said initial medical and physical standards shall become a component of the selection process for the initial appointment of persons to positions covered by this Agreement. Said support and cooperation shall include assisting HRD in the identification of employees to serve as subject matter experts, as well as encouraging the full support and cooperation of said subject matter experts and other employees during job analysis testing necessary to establish baseline fitness data.

Section 3 In-Service Fitness Standards

Upon establishment of initial medical and physical fitness standards as described in Section 2 of this Article, the Union agrees to provide its full support and cooperation to HRD and/or HRD's designee in developing and implementing in-service medical and physical fitness standards for a program of regular medical and physical fitness testing for employees hired pursuant to the initial medical and physical fitness standards referenced in Section 2 of this Article. Such in-service medical testing shall not include the extraction of bodily fluids for the purpose of drug or HIV testing of an employee.

In the event that the Union does not agree with the test events and scores established pursuant to this Section, it may submit the dispute to a binding resolution by a neutral. The neutral shall be mutually selected by HRD and the Union and shall be a recognized expert in such matters, recognized by the American Psychological Association or a similar organization. In the event the parties are unable to agree on the neutral, the neutral shall be selected by the American Arbitration Association (AAA). The AAA shall select a neutral possessing the required expertise and shall not be limited to selection from the Labor panel. The arbitration proceeding shall be commenced within thirty (30) days of the date of submission, concluded within sixty (60) days, and a decision rendered within ninety (90) days of the original submission. The Employer and the Union shall pay equal shares of the fees and expenses of the neutral. Test events on passing scores which have been challenged by the Union shall not be implemented until a decision has been rendered by the neutral.

Section 4 Labor-Management Committee on Fitness Standards


There is hereby established a Fitness Standards Committee, comprised of two (2) representatives from HRD and two (2) representatives from the Union. The purpose of said Committee shall be to address any and all issues which pertain to the following:

1. the development and implementation of in-service medical and physical fitness standards as indicated in Section 3 of this Article; and
2. the implementation of an in-service medical and physical fitness testing program as indicated in Section 3 of this Article.

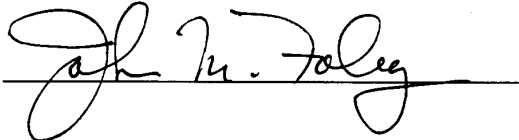
Section 5 Grievances Arising Under This Article

The Union may process to grievance and to arbitration any issue as to the interpretation or application of this Article, except disciplinary issues. In any grievance or arbitration involving this Article, the Union and the Employer agree to solicit from the American Arbitration Association panels of prospective neutrals possessing the following credentials: experience in labor relations and labor agreement interpretations; and, experience in physical fitness standards, physical training standards, and in physical testing standards. The Union and the Employer agree to use an arbitrator from such listing or any other mutually agreeable arbitrator in any such arbitration.

For the **COMMONWEALTH OF MASSACHUSETTS:**


James J. Hartnett, Jr., Personnel Administrator

For the **INTERNATIONAL BROTHERHOOD OF CORRECTIONAL
OFFICERS/NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES:**



Appendix A-1
Weekly salary chart
Effective January 2, 2000

	Step 1	Step 2	Step 3	Step 4	Step 5
Captain	\$1,137.00	\$1,165.43	\$1,194.56	\$1,224.42	\$1,255.04

Appendix A-2
Bi-Weekly salary chart
Effective January 2, 2000

	Step 1	Step 2	Step 3	Step 4	Step 5
Captain	\$2,274.00	\$2,330.86	\$2,389.12	\$2,448.84	\$2,510.08

Appendix A-3
Bi-Weekly salary chart
Effective January 7, 2001

	Step 1	Step 2	Step 3	Step 4	Step 5
Captain	\$2,389.47	\$2,449.22	\$2,510.44	\$2,573.19	\$2,637.54

Appendix A-4
Bi-Weekly salary chart
Effective January 6, 2002

	Step 1	Step 2	Step 3	Step 4	Step 5
Captain	\$2,510.80	\$2,573.59	\$2,637.92	\$2,703.85	\$2,771.47

APPENDIX B

Step # _____ Union & Local # _____ Bargaining Unit # _____

GRIEVANCE REPORT

Grievant(s): _____ Soc. Sec. #: _____

Job Title: _____ Agency: _____

Institution: _____ Work Location: _____

Agency Start Date (if known): _____ Manager: _____

Telephone Number _____

Employer is in violation of Article(s) _____

and other relevant provisions of the Agreement.

STATEMENT BY GRIEVANT OR UNION

The "statement" should include: (1) nature of the contract violation; i.e., what action did the employer take, or fail to take, which violated the Contract; (2) the date(s) of the violation and, where appropriate as in promotions, demotions, transfers, reassignments, etc., the relevant title(s) and work location(s). (Use additional sheets of paper, if necessary.)

RELIEF OR REMEDY SOUGHT

Grievant's Signature Date Steward/Union Representative Signature Date

In accordance with Articles 22 and 23, all disciplinary grievances must also include the following completed form.

WAIVER OF RIGHT TO APPEAL DISCIPLINARY ACTION

I wish to submit the attached grievance under Article 23, Grievance Procedure and Article 22, Arbitration of Disciplinary Action, appealing my demotion, suspension or discharge effective on _____ and pursuant to Article 22, Section 4 of the Agreement between the IBCO/NAGE and the Commonwealth of Massachusetts dated _____. I hereby waive any and all rights to appeal this disciplinary action to any other forum including the Civil Service Commission. I have not initiated any other appeal of this disciplinary action.

DATE EMPLOYEE SIGNATURE UNION REPRESENTATIVE SIGNATURE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

Regarding Shift Commanders

Section 1

An employee who has been assigned by his/her Appointing Authority the duties of a Shift Commander as described in Section 2 herein shall be required to report to work thirty (30) minutes prior to the commencement of the Roll Call Period as described in Article 7 of this Agreement.

Section 2

The duties of a Shift Commander shall be determined by the Appointing Authority.

Section 3

Section 1 of this MOA shall apply to an employee who has been assigned the duties of a Shift Commander as described herein for a period of thirty or more calendar days and shall cease to apply when said employee no longer performs said duties.

Section 4

Employees in the title of Captain as of the date of the signing of this agreement, who are not assigned the duties of Shift Commander, will be required to report to their duty station thirty (30) minutes prior to the start of the daily roll-call.

Said employee shall be considered "grandfathered" insofar as said 30 minutes are concerned only for the duration of time they remain within this bargaining unit.

Section 5

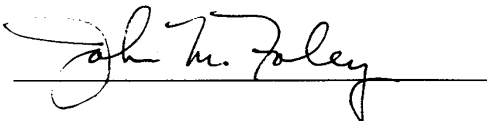
Any employee who is required to report to work before the start of their shift shall not have this overtime payment included in their base pay for the purposes of calculating any paid leave.

Section 6

The terms of this Agreement shall not establish precedent with regard to any other matter.

Signed this 28th day of August 2000:

For the International Brotherhood
of Correctional Officers/NAGE:

A handwritten signature in black ink, reading "John M. Foley", written over a horizontal line.

For the Commonwealth of
Massachusetts:

A handwritten signature in black ink, reading "James J. Bartlett", written over a horizontal line.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

The Parties agree that the employees covered by this Collective Bargaining Agreement will be permitted to participate in the Employer's Adoption Assistance Program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

The Commonwealth of Massachusetts through the Human Resources Division (HRD) and the Union are parties to a Collective Bargaining Agreement which provides for employees covered by the terms and conditions of the Agreement to have their salaries directly transferred electronically. Whereas the Union has expressed concern that not all members would be able to avail themselves of the electronic transfer because of severe hardship, the Parties agree as follows:

1. The Commonwealth and the Union agree that all employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee.
2. In the extraordinary event that the Union alleges that an employee cannot comply with the collective bargaining agreement relative to the electronic transfer due to severe hardship such as inability to access a bank or financial institution during off hours or, there is no ATM available within a reasonable geographic distance from an employee's worksite or home, the Union shall petition the Human Resources Division for a Direct Deposit Special Exemption.
3. The Human Resources Division, in concert with the Office of the State Comptroller, shall review the request for the Direct Deposit Special Exemption filed by the Union and will notify the Union of its finding.
4. The Parties agree that no other appeal may be commenced by the employee or the Union relative to the Direct Deposit Special Exemption and further, that this Memorandum is not grievable and is inarbitrable.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

This Memorandum is entered into between the Commonwealth of Massachusetts, through the Human Resources Division (HRD), and the International Brotherhood of Correctional Officers/National Association of Government Employees (IBCO/NAGE). This Memorandum is an addendum to this Collective Bargaining Agreement specifically, Article 8, Leave and Article 24A Performance Evaluation in that the Parties agree:

1. The Commonwealth and IBCO/NAGE will establish a Performance Incentive Pilot Program for employees who receive an annual performance evaluation rating of "Exceeds". Such an employee who receives a rating of "Exceeds" shall receive one (1) day off with pay, to be utilized within six (6) months of the receipt of the rating.
2. The affected employee who wishes to utilize such paid leave day shall make a request of the Appointing Authority or his/her designee not later than three (3) days prior to its utilization and such request shall be granted unless operational need precludes its approval.
3. The Parties agree that this Pilot Program will expire June 30, 2002.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

Whereas, IBCO/NAGE has reached an Agreement with the Commonwealth regarding the terms and conditions of employment for employees represented by IBCO/NAGE; and

Whereas, the Parties have reached Agreement for the purposes of granting paid and/or unpaid leave for Union Business Leave; and

Whereas, the Parties wish to clarify the purposes of granting Union Business Leave for Union Stewards; the Parties agree as follows:

The Employer, upon being provided sufficient advance notice by the Union, shall grant Union Stewards paid release time for the purposes of receiving training. This paid release time for training shall not exceed four (4) hours in duration. The Parties further agree that the Union will make this request of the Employer no more than once in any six (6) month period during the fiscal year.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

Regarding Article 8, Section 1.C.5

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the International Brotherhood of Correctional Officers/National Association of Government Employees (IBCO/NAGE). This Memorandum reflects a clarification of Article 8, Section 1.C.5 of the IBCO/NAGE Agreement concerning sick leave use in conjunction with licensed medical or dental appointments.

Permissible sick leave use for these purposes shall include reasonable travel time to and from said licensed medical or dental appointments.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

Regarding MBTA Passes

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources Division and the International Brotherhood of Correctional Officers/National Association of Government Employees (IBCO/NAGE). Contingent on compliance with all federal and state regulations, and as soon as is administratively feasible for the Employer, the Commonwealth agrees to deduct the permissible cost of MBTA passes from an employee's salary on a pre-tax basis for all employees who wish to participate in such a program.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

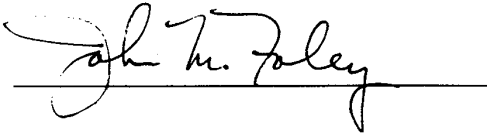
Regarding Tobacco Products

In order to achieve the goals expressed in Article 19, the following steps will be taken:

1. From January 1, 2001 to June 30, 2001, the Department shall offer smoking cessation programs to all employees. These programs will be offered on a voluntary basis during non-work hours. However, if an employee is assigned to a smoking cessation program by the Department, the employee will be compensated for the hours they attend the program.
2. From the period July 1, 2001 to December 31, 2001, employees who are found in possession of tobacco products in violation of the tobacco prohibition shall receive a verbal warning if said possession was not with the intent to distribute. This provision, however, does not modify the current smoking prohibition set forth in M.G.L. Chapter 32, Section 94.
3. To inaugurate this program, on January 1, 2002 all employees will be given a one-time bonus of \$500.

Signed this 28th day of August 2000:

For the International Brotherhood
of Correctional Officers/NAGE:



For the Commonwealth of
Massachusetts:



**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

Uniforms and Appearance

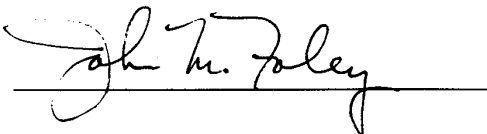
This Memorandum of Agreement is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the International Brotherhood of Correctional Officers/National Association of Government Employees ("IBCO/NAGE"). The purpose of the Memorandum of Agreement is to clarify certain understandings reached during collective bargaining negotiations regarding uniforms and appearance. The parties understand and agree to the following:

1. Employees shall maintain a neat, well-groomed appearance.
2. Employees shall not wear jewelry, pins, necklaces, or bracelets of any kind with the uniform. Exceptions, if conservative, include the following: ring(s); a wristwatch; a union pin; a Medic Alert bracelet; and necklace(s) or religious medallions worn discreetly beneath the shirt. No facial jewelry of any type shall be worn.
3. Cosmetics, if worn, shall be conservative, subdued and blended to match the natural skin color. No false eyelashes or unnaturally colored contact lenses shall be worn.
4. Hair shall be clean, neat, and well groomed. Hair shall not interfere with the wearing of any standard headgear, or be dyed or tinted an exaggerated or unnatural color. Wigs or hairpieces may be worn if they conform to the above standards.

The provisions of this Memorandum of Agreement shall be coterminous with the duration of this collective bargaining agreement as provided in Article 29.

Signed this 28th day of August, 2000:

For the International Brotherhood
of Correctional Officers/NAGE:

A handwritten signature in black ink, appearing to read "John M. Foley", written over a horizontal line.

For the Commonwealth of
Massachusetts:

A handwritten signature in black ink, appearing to read "James J. Bartlett", written over a horizontal line.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
INTERNATIONAL BROTHERHOOD OF CORRECTIONAL OFFICERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

Regarding Essential Functions

The Commonwealth of Massachusetts (Commonwealth) and the International Brotherhood of Correctional Officers/National Association of Government Employees (IBCO/NAGE) agree and understand that the essential functions study of classification titles and specifications in the Commonwealth is critical to the Commonwealth's compliance with the Americans with Disabilities Act. The parties further agree and understand that the results of said study will have impacts upon the classification system statewide. The parties further agree and understand that the results of said study may likely necessitate alterations in the classification structure of Bargaining Unit 4A, which may include the expansion of career ladders, the constriction of others, the creation of new job titles and the elimination of others.

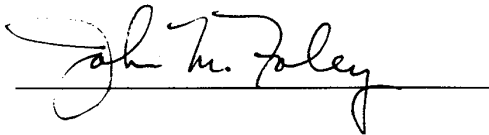
The parties agree and understand that:

1. HRD shall confer with IBCO/NAGE regarding Unit 4A job specifications developed pursuant to the essential functions study, in accordance with Article 17.1, on or before December 31, 2001. Pursuant to Article 17.1, HRD shall determine job titles, the relationship of one classification to the others, and job specifications on or before June 30, 2002; and
2. Should the parties agree that job grade placement for Unit 4A positions resulting from the essential functions study requires funding, such funding will be discussed as part of negotiations for a successor collective bargaining agreement.

Nothing in this Memorandum of Understanding shall expand or limit the rights of either party.

Signed this 28th day of August, 2000:

For the International Brotherhood
of Correctional Officers/NAGE:



For the Commonwealth of
Massachusetts:

